

IDAHO CERTIFIED LOCAL GOVERNMENT PROGRAM GRANTS MANUAL

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Upon request, this handbook is available in alternate format for persons with disabilities.

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TO: Certified Local Government Representative

FR: Steve Guerber
State Historic Preservation Officer
Idaho State Historic Preservation Office

RE: The Certified Local Government Grants Manual

The purpose of this manual is to assist Certified Local Governments (CLG) in preparing applications to receive federal Historic Preservation Funds. To receive those funds, it is necessary to comply with required federal, state, and local regulations. This manual has been written with the intent to clarify and simplify those regulations and to make the process to apply for and spend those funds efficient and easy. It is important to the Idaho State Historic Preservation Office that this program meet the needs of the local governments.

Two important benefits are gained by participating in the CLG program:

- (1) Cities and counties formally participate in the nomination of properties to the National Register of Historic Places, and, therefore, have more control over what properties are listed in the Register; and
- (2) Cities and counties are eligible for federal funds reserved exclusively for their use under this program.

We hope that this program will assist you in reaching preservation goals that have been locally identified as important. We look forward to developing a close partnership to help meet your preservation needs.

FUNDING TIME LINE AND APPLICATION DEADLINES

July 15	SHPO sends requests for proposals to all CLGs and potential CLGs.
September 30	CLGs submit application to SHPO postmarked no later than September 30.
October 15	SHPO makes awards; prepares contracts.
December 31	CLGs submit revised budget and project description to SHPO or GRANT FUNDS ARE RESCINDED.
Unspecified Date	After CLG submits an acceptable application and the Department of the Interior awards grant funds to the Idaho State Historical Society, SHPO will prepare contracts.
April 15	CLGs submit mid-project report to SHPO.
July 31 or sooner	CLGs submit text for written material and product drafts to SHPO for review, if appropriate.
August 31	Project complete. Submit billing and product to SHPO.

Estimated annual funding from the National Park Service, Department of the Interior, for the CLG program will be \$50,000. This represents 10% of Idaho's annual allocation. No state funds are allocated to this program.

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ATTACHMENTS

A	Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation www.cr.nps.gov/local-law/arch_stnds_0.htm
B	Publication requirements
C	Procurement standards 1. Standards 2. Sample subcontract 3. Assurances for consultants or subcontractors
D	Memorandum of Agreement and Assurances
E	Allowable travel rates http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd02d.html
F	Miscellaneous forms
G	Glossary

Chapter 1

GUIDELINES FOR GRANT APPLICATIONS

GENERAL QUALIFICATIONS AND REQUIREMENTS:

To receive funds under the CLG program, an applicant must:

1. Be a Certified Local Government under the procedures set forth by the Idaho State Historic Preservation Office;
2. Submit an acceptable grant application that describes an allowable project under the regulations of the National Park Service (NPS);
3. Propose expenditures and have sufficient match that are reasonable and necessary to carry out the project. These must be allowed under NPS regulations and be identified in the application;
4. Have adequate financial resources for performance; the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
5. Be able to comply with the proposed or required completion schedule for the project;
6. Have a satisfactory record of integrity, judgment, and performance, especially with prior performance upon grants and contracts;
7. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet needs and audit requirements;
8. Maintain federal procurement standards;
9. Conform with debarment, civil rights, equal employment opportunity, and labor law requirements of federal grants (see Assurances in Attachment D); and
10. Be otherwise qualified and eligible to receive a grant award under applicable laws and regulations.

ROLE OF THE STATE HISTORIC PRESERVATION OFFICE (SHPO):

The Idaho SHPO will be responsible for:

1. Review of the application proposal by staff qualified under 36 CFR 61 for each applicable program area;
2. Notice of award to CLG and preparation of Memorandum of Agreement (MOA);
3. Process of payment requests;
4. Project monitoring: This involves review of documentation submitted by the CLG including interim reports, time sheets, requests for payment, site forms, survey reports, occasional on-site visits, etc.
5. Technical assistance: The Idaho SHPO will provide a liaison for coordinating workshops and information services to grant recipients. Requests from the CLG for assistance will be acted upon as soon as possible. Suggestions for workshops or technical assistance topics are welcomed. The SHPO will provide supervision and technical assistance using staff that meet the professional qualifications of 36 CFR 61.

CLG GRANT APPLICATIONS:

1. Applications for CLG subgrants will be accepted throughout the year. However, the SHPO will issue a formal request for applications once the federal funds have been awarded to the State. (See Funding Timeline, page i.)
2. Grant applicants should allow a minimum of thirty (30) days for proposal review by the Idaho State Historic Preservation Office.
3. The application format is described in this manual.
4. Incomplete applications received by the SHPO will be rejected.

LIMITATIONS AND CONDITIONS:

1. The CLG grant funds are disbursed to the local government on a reimbursement basis, and only after a properly documented billing has been submitted to the SHPO. This means **THE CLG IS RESPONSIBLE FOR THE INITIAL CASH OUTLAY FOR EXPENSES.**

2. Only cash expenditures can be reimbursed with federal CLG funds up to the amount specified in the Memorandum of Agreement (contract). See Chapter 5.
3. Grant funds shall be expended only on the activities described in the approved CLG grant application. Substantial changes in the scope or budget of the approved application can be made only after the SHPO receives, and approves, a written request for an amendment from the CLG. The written approval from the SHPO must be received by the CLG at least thirty days before the changes in the project can be effected.

The CLG must notify the SHPO in writing of significant problems, delays, or adverse conditions that materially affect planned performance. Alternate products or schedules may be devised by the grant participant in consultation with the SHPO, if appropriate.

4. All funds allocated to a participating CLG should be matched by the CLG on a 50/50 ratio. Cash or in-kind donations may be used for the CLG's matching share. See Chapter 4, Part B Budget, for further explanation of match requirements.
5. The CLG grant funds will be paid only to the local government by the SHPO. The SHPO will not pay funds directly to a subcontractor of the CLG. No advance payments will be made.
6. Requests for new grant projects are always welcomed. New grant agreements will be decided according to the availability of funding. Completion of one grant agreement does not necessarily guarantee approval of a succeeding agreement outside the parameters of the established allocation system.
7. If at any time a determination is made by the SHPO that the grant participant has failed to provide acceptable services or products as outlined in the approved grant agreement or has misrepresented services and products, cancellation of the agreement may result and legal steps may be taken to recover federal funding already disbursed.

STANDARDS FOR PROJECTS:

The National Park Service requires that all products meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (www.cr.nps.gov/local-law/arch_stnds_0.htm). The SHPO has also prepared several documents to assist in interpreting the Standards and to describe procedures and standards used in the state office: *Supplementary Manual for Completing National Register of Historic Places Nominations in Idaho* and *Idaho Historic Sites Inventory Manual: Standards and Guidelines for Documenting Historic Properties*.

Standards have been drafted for oral histories relevant to historic properties. These are available upon request. The SHPO staff is available for consultation on generally accepted standards for publications, workshops, etc. All applications will be judged against generally accepted professional standards.

Specific requirements for publications funded under this program are found in Attachment B. Only National Register-listed properties, either individual or districts, can be the subject of signs, brochures, tours, etc. using CLG grant funds or used as match towards the grant.

Every effort should be made to have programs and activities available in a format that is accessible to people with disabilities in compliance with the Americans With Disabilities Act.

UNALLOWABLE PROJECT COSTS:

The following is a partial list of unallowable costs. For clarification of additional items, contact the SHPO Grants Operations Analyst.

1. Timing of Activities: Any payment request for work undertaken before the beginning or after the ending date of the grant agreement will be disallowed.
2. Research: Funding is not available for scholarship or purely archival research projects.
3. Religious Institutions: Direct grant assistance to active churches is unallowable.
4. Travel: No travel expenses will be allowed except those approved in the grant agreement.
5. Capital Expenditure: Equipment, such as computers, desks, file cabinets, are generally not allowed.
6. Contingencies: Contributions to a contingency reserve or any other similar provision for unforeseen events are not allowable.
7. Entertainment: Costs of amusement, social activities, and incidental costs, such as meals, beverages, lodgings, rentals, transportation, and gratuities, are unallowable.
8. Interest and other Financial Costs: Interest on borrowing, bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, are unallowable.

MATCHING SHARE:

The CLG should provide a 50% match. Match can be either cash or in-kind. In-kind match activities will be approved and documented in the same manner as the activity funded by the grant. The activity providing the match must be an essential part of the overall project and be reported in the mid-project report and the end-of-year report. The value of eligible match will be specified in the Memorandum of Agreement (contract).

Generally, federal funds cannot be used to match this grant. There are, however, two types of federal funds that can be used for match:

1. Federal funds made available to tribal organizations under grants pursuant to Public Law 93-638, the Indian Self-Determination and Education Assistance Act, provided the National Park Service grant contributes to the purposes of Section 104 (see 25 CFR 272-12).
2. Federal funds available under Section 105(a) (9) of the Housing and Community Development Act of 1974, Public Law 93-383, 42 USC 5305 (a) (9), as amended (the Community Development Block Grant Program).

TERM OF PROJECT:

Basically, all grants will begin October 1, the first day of the federal fiscal year, and end August 31 of the fiscal year. If the project end date is after the end of the fiscal year, September 30, a reporting date of August 31 must be included to assist in preparation of the State's required reporting schedule to the National Park Service.

BASIC PROGRAM ALLOCATION:

Chapter 2 describes the allocation and selection factors for awarding grants to Certified Local Governments. Subject to the availability of federal funds, every CLG is assured a minimum grant amount, called the Basic Program Allocation (BPA), provided it submits an acceptable application for an eligible project.

In some years, the SHPO may not receive enough CLG applications to allocate the total amount of federal funds available for that year. A CLG may submit an application for amounts greater than its Basic Program Allocation. This can be done by either adding projects to those to be funded with the BPA or elaborating on projects already applied for. *For example, a CLG may want to use its BPA to survey 50 historic properties and conduct five oral histories. If it receives additional funding, it may choose to increase its expected products to surveying 100 properties and conducting 10 oral histories.*

Likewise, it may choose to expand its project activities by conducting a survey of 50 properties and five oral histories AND presenting two public education workshops. The choice of projects is up to the CLG, but it is essential that the activities to be funded beyond the BPA are clearly identified.

Each year the SHPO will recommend projects to be undertaken based on state priorities identified in the planning process, consultations with federal, state and local agencies and other interested organizations and individuals. These priorities do not affect the allocation process.

Chapter 2

ALLOCATION AND SELECTION FACTORS FOR PASS-THROUGH SUBGRANTS

It is the intent of the Idaho State Historic Preservation Office and the National Park Service that every reasonable effort be made to distribute CLG-designated funds among as many eligible governments as possible. This intent shall ensure a reasonable distribution between urban and rural areas. No CLG may receive a disproportionate share of Idaho's annual allocation.

Pass-through subgrants must be sufficient to produce a specific impact, documentable by tangible results. Awarding a grant to a Certified Local Government during one fiscal year will not entitle the CLG to automatic continuation of the grant the following fiscal year. In addition, selection of an applicant one year will not prejudice that CLG's right to apply for a grant the following year.

Each Certified Local Government will receive a grant of at least \$2,000 as long as sufficient federal funds are available and the project or projects are eligible for such funding. After the minimum allocation of \$2,000 is provided, funding will be distributed according to the following allocation (Minimum Grant plus population factor equals Basic Program Allocation [BPA]):

CATEGORY	POPULATION	MINIMUM	POP FACTOR	BPA
1	under 3,000	\$2,000 +	\$ 0 =	\$2,000
2	3,000 - 10,000	\$2,000 +	\$500 =	\$2,500
3	10,000 - 40,000	\$2,000 +	\$1,000 =	\$3,000
4	over 40,000	\$2,000 +	\$1,500 =	\$3,500

If sufficient funds are not available to meet the Population Factor for each CLG, the percentage of funds allocated under that category will be reduced proportionately for each Certified Local Government.

After providing for basic program awards, and when funds are still available in the 10% minimum CLG pass-through fund reserve, each eligible applicant will be awarded additional monies by dividing the balance among those Certified Local Governments

whose 1.) subgrant proposals asked for additional money, 2.) have been approved, and 3.) who have the capacity to match additional grant funds beyond the Basic Program Allocation. Additionally, unawarded BPA funds, or funds left over from CLGs who do not wish to receive their entire BPA allotment, will become a part of the fund and be allocated accordingly.

Excess funds will be allocated according to the population ratio of the formula: each local government will receive 1 point for each population category. *For example, a CLG in Category 3 would receive 3 points. The points represented by each eligible CLG requesting more than the Basic Program Allocation will be divided by the amount available to determine the dollar value of each point and then multiplied by the number of points each CLG is entitled to for its respective category. For example, if the remaining balance after all Basic Program Allocation grants have been awarded is \$10,000 and five local governments applied for money above their minimum grants, the results would be as follows:*

CLG A population is 950	=	1 point
CLG B population is 2,300	=	1 point
CLG C population is 7,000	=	2 points
CLG D population is 48,000	=	4 points
CLG E population is 69,500	=	4 points
		<hr/> 12 points TOTAL

\$10,000 divided by 12 points equals \$833 per point. The individual CLGs would then receive the following amounts in addition to their BPA:

CLG A = \$833 plus BPA of \$2,000 for TOTAL of \$2,833

CLG B = \$833 plus BPA of \$2,000 for TOTAL of \$2,833

CLG C = \$1,666 plus BPA of \$2,500 for TOTAL of \$4,166

CLG D = \$3,332 plus BPA of \$3,500 for TOTAL of \$6,832

CLG E = \$3,332 plus BPA of \$3,500 for TOTAL of \$6,832

If at the end of the grant year a CLG did not use all grant funds or grant funds are reclaimed or disallowed by the SHPO, then the funds will be allocated using the same distribution formula to those CLGs that were not funded at their original request. Funding will cover activities completed during the current fiscal year and that have excess costs documented at the final billing.

In the allocation formula used for subgrants to CLGs, the population of a certified city will be subtracted from the population of the county in which it is located if the county, too, is certified. In other words, counties will receive subgrants based only on the population not covered under other certified local governments within its boundaries.

To receive Historic Preservation Fund (HPF) funding, the CLG must submit a subgrant application that proposes eligible activities producing a tangible product for a reasonable cost.

If all funds are not allocated, another grant cycle will be instituted as soon as possible.

Chapter 3

SUGGESTIONS FOR PROJECTS

The following are suggestions for allowable projects using Historic Preservation Funds. They cover the areas of survey, registration, planning, and education. This is not a complete list of possible projects. It is presented to give some idea of the range of activities that can be covered and shows typical products that would result. If your community has an idea that is not mentioned here, please call the Grants Operations Analyst to discuss whether the project can be funded with HPF funds. All projects must meet the appropriate Secretary of the Interior's Standards.

1. Survey of a geographic area such as the commercial core or a specific neighborhood. Products would be site forms, photographs, maps, and reports.
2. Survey of a theme such as Art Deco houses or buildings designed by a particular architect. Products would be site forms, photographs, maps, and reports.
3. Preparing nominations to the National Register of Historic Places. The products would be intensive survey forms and nomination forms.
4. Compiling information on a specific topic such as the development of the timber industry in a particular area or the development of a particular town or county. Products would be reports and publications.
5. Publishing educational materials such as walking tours, historical leaflets, and school materials referencing National Register-listed sites and buildings. The product would be the publication.
6. Compiling resource materials such as historic or current photographs or documents, a resource library, or other primary or secondary documents. Products would be the resource materials and lists (indexes) of materials.
7. Cataloging and setting up storage systems for resource materials. Products would be workshops with professional archivists, purchase of archival materials, and indexes of information catalogued.
8. Training for preservation commission members. Product would be attendance at workshops or other educational forums and a report to other HPC members.

9. Use of survey results to develop a historic preservation plan for the community; identifying preservation priorities for the community. The product would be the plan.
10. Development of historic design guidelines according to the Secretary of the Interior's Standards for the Treatment of Historic Properties for property owners wishing to rehabilitate their historic buildings. The product would be the guidelines.
11. Providing training for lay members of the community in preservation techniques by holding workshops with professional architects and craftsmen. Products would be workshops supported by public notices, agendas, etc.
12. Writing contexts for National Register nominations and planning surveys. The product would be the context.
13. Writing and publishing tour guides based on historic and archaeological resources to promote tourism. The product would be the guide.
14. Conducting archaeological surveys and writing reports. The product would be the report or presentation.
15. Developing plans and specifications, feasibility studies, historic structures reports, structural reports or other technical documents necessary for the restoration/rehabilitation of a National Register-listed property.
16. Preparing planning and construction documents to meet Americans With Disabilities Act standards for National Register-listed properties.
17. Some years the National Park Service has allowed actual construction projects ("brick and mortar") on National Register-listed properties. Check with the Grants Operations Analyst for more information.

CLGs will hire professional historians, archaeologists, architectural historians, or other professionals to conduct or direct their local projects whenever possible.

Identification and preservation of sites identified with minority groups is always a priority of the SHPO. We recommend a project that documents minority groups in Idaho's history be considered by the HPC when planning for a grant. Also recommended is consultation with minority groups when developing and executing the program.

EXAMPLES OF UNALLOWABLE PROJECTS

1. The writing and printing of walking tour brochures that do not contain properties listed in the National Register of Historic Places. Also, tours that highlight demolished properties are not eligible.
2. Development projects ("bricks and mortar") or preparation of planning documents for buildings or sites not listed on the National Register are not allowable.
3. Fundraising efforts are not allowable.
4. The purchase of desks, office equipment or other capital expenditures is unallowable.
5. Direct assistance to active churches is unallowable.
6. Conducting oral history projects that do not deal with topics supporting the National Register programs are unallowable.

Chapter 4

SUMMARY OF APPLICATION PROCESS FOR CLG SUBGRANTS

Certified Local Governments interested in CLG transfer monies will apply to the State Historic Preservation Office. Application format and instructions are included in this manual.

APPLICATION

A detailed **Application (Parts A and B)** must be submitted by all grant applicants.

Part A: Project Description

This is a narrative description that outlines the work to be performed, how it will be performed, reporting periods, final products, and who will conduct the activities. Detailed information on preparing the Project Description is included in this chapter.

Part B: Budget

This document identifies how the federal funds will be spent and where match will be earned. It details how many people are involved, how much each will be paid, how many hours each will spend on the project, miscellaneous expenses, travel expenses, and any other expenses attributed to this grant in either actual expenses or match.

The SHPO will assist the CLG at any time to prepare a workable and reasonable Project Description and Budget.

Send one copy of the application and all correspondence to:

Grants Operations Analyst
State Historic Preservation Office
210 Main St.
Boise, Idaho 83702
(208) 334-3861
aswanson@ishs.state.id.us

Applications must be received by the SHPO or postmarked no later than September 30. Faxed or e-mailed submissions are acceptable.

APPLICATION INSTRUCTIONS

PART A: PROJECT DESCRIPTION

This document is a narrative description that outlines the work to be performed, how it will be performed, reporting periods, final products, and who will conduct the activities.

All CLGs are encouraged to consult with the SHPO staff when preparing the **Project Description**. In general, the **Project Description** will be between one and four typewritten pages.

At a minimum, the CLG's **Project Description** should identify:

1. Project Staff

Provide the name, mailing address, phone number, e-mail address and résumé of the overall Project Coordinator, the single contact for questions regarding the CLG's grant project. Also, include résumés of other primary project staff (including contract staff, if known) so the SHPO can assess their qualifications against the National Park Service requirements identified in 36 CFR 61, Professional Qualification Standards.

The staff, consultants, or principal investigators undertaking the work will meet the applicable minimal standards outlined in 36 CFR 61.

Describe how volunteer time or materials will contribute to the grant.

2. Goals and Objectives

Outline what can be reasonably accomplished by the project and how it is to be completed. This is a specific discussion of the purpose of the project and why the activity was selected. For survey projects, the required research design will suffice (see *Idaho Historic Sites Inventory Manual: Standards and Guidelines for Documenting Historic Properties*).

3. Identification of Final Products

Federal regulations require that all CLG grant projects result in a tangible product. Provide a detailed and specific list of the final products to be accomplished with the grant. Typical products include, but are not limited to, survey reports and forms, nominations to the National Register, published documents like a short history or walking-tour guide, etc.

In some cases the product may be an activity like a lecture or workshop. In those cases a short narrative describing the event must be submitted to the SHPO at the completion of the project. The narrative will describe the number of people attending, who composed the audience, whether the project was carried out according to the proposal, etc.

4. Meets The Secretary of the Interior's Standards

All projects funded with federal funds must meet the Secretary of the Interior's Standards for the appropriate project activity. List which set of Standards will be followed. All Standards are contained in the Federal Register (Attachment A). They include:

- a. Secretary of the Interior's Standards for Evaluation and Identification and standards set forth in "Idaho Historic Sites Inventory Manual" - used to guide activities undertaken to gather information about historic properties in an area and determine whether identified properties meet defined criteria of significance and, therefore, should be included in an inventory of historic properties determined to meet the criteria. (Survey)
- b. Secretary of the Interior's Standards for Registration - used in the formal recognition of properties evaluated as significant. (National Register Nominations)
- c. Secretary of the Interior's Standards for the Treatment of Historic Properties - used for acquisition and development projects or when preparing plans and specifications for construction. (Acquisition and Development)
- d. Secretary of the Interior's Standards for Preservation Planning - outline a process that determines when an area should be examined for historic properties, whether an identified property is significant, and how a significant property should be treated. (Comprehensive Planning)
- e. Secretary of the Interior's Standards for Historical Documentation - used to develop historical documentation related to the significance of a property for use by historians, researchers, preservationists, architects and historical archaeologist. (Research Designs)
- f. Secretary of the Interior's Standards for Architectural and Engineering Documentation - used to develop measured drawings, photographs

and written data to provide important information on a properties significance for accurate repair or reconstruction of parts of a property or preserve information about a property that is to be demolished. (Historic American Building Survey or Historic American Engineering Record)

- g. Secretary of the Interior's Standards for Archaeological Documentation - a series of actions used to document historic or prehistoric resources. (Survey or Excavation)

5. Timetable for Completion of Project and Submission of Reports

This gives beginning and ending dates for the project and information on when products will be submitted during the course of the project. In consultation with the SHPO, the CLG will schedule several fiscal and programmatic reporting periods during the course of the project so the SHPO can assess the quality of work being produced and determine whether the project is progressing in a timely manner. Two mandatory reporting dates are: April 15, a brief mid-project report is due outlining progress on the product and a fiscal analysis of funds spent; on September 10, both fiscal and program reports will be due for any grant exceeding the fiscal year. The SHPO will make every effort to assist the CLG in completing its project if assistance is requested in advance of the completion date of the project. This can be combined with the step above.

6. Repository for Final Project

Identify where the final product will be housed in the community. Generally the SHPO requires a copy of the final product for its files. Unless other reasons can be identified, the SHPO requires a public depository such as city or county offices. The public library, local historical society, or other agencies that are open to the public on a regular basis are also acceptable.

7. State Priority

In the announcement of grant funds, a list of the SHPO's priorities for that year are included. The list is derived from the State's comprehensive planning process with input from the public. If the CLG's project meets one of the defined priorities, note it in this section of the application. It is not necessary for the CLG project to address SHPO priorities in order to be funded, but participation is strongly encouraged.

8. **Special Considerations for Acquisition and Development Projects**

Special considerations are invoked when grant funds are used for the acquisition or development (A & D) of historic or prehistoric properties. The following is a brief listing of considerations associated with A & D projects. **CONSULT THE GRANTS OPERATIONS ANALYST FOR FURTHER APPLICATION INSTRUCTIONS IF THE GRANT REQUEST IS FOR AN A & D PROJECT.**

ALL projects must address the following issues:

- A. **NATIONAL REGISTER:** The property must be listed in the National Register of Historic Places. If the property is in a district, the property must contribute to the significance of the district. In addition, note whether the property is one of Idaho's National Historic Landmarks.
- B. **PROJECT SIGN:** Before work begins, a sign must be erected at the project site identifying the project and acknowledging grant support by the Department of the Interior, National Park Service and administered by the Idaho State Historical Society. The sign must be in a visible location for the duration of the project.
- C. **PHOTOGRAPHS:** A selection of black and white photos must be submitted with the application showing general and specific views of project elements. Similar views are required for the final project report.
- D. **INELIGIBLE PROPERTIES:** Historic Preservation funds cannot be used to assist federally owned property.
- E. **COVENANTS AND PRESERVATION AGREEMENTS:** No grant may be made unless the owner has agreed to assume the total cost of the continued maintenance, repair and administration of the property in a manner satisfactory to the Secretary of the Interior. Covenants and preservation agreements must be instituted administratively as a means to ensure compliance. The covenant or preservation agreement must be executed prior to or concurrent with disbursements of funds.

If the grant is less than \$10,000, a preservation agreement is signed between the SHPO and the owner of the property. If the grant is over \$10,000, a covenant is signed and recorded with the deed. The documents must be fully executed before grant funds can be disbursed.

The covenant/agreement must contain the following information:

- a. Site protection - The owner must agree to take measures to protect the site against willful damage or vandalism. Nothing in the agreement prohibits the owner from developing the site in a manner that will not threaten or damage the National Register eligibility of the resource.
- b. Recovered Data Protection - The owner agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Secretary of the Interior's Standards for Archaeology and Historic Preservation or will comply with the requirements of the Native American Graves Protection and Repatriation Act.
- c. Maintenance - The owner agrees to assume the cost of continued maintenance and repair of the property so as to preserve the architectural, historical, and/or archaeological integrity of the property and its materials for five years in order to protect those qualities that made the property eligible for listing in the National Register of Historic Places. For grants over \$25,000, the term will be ten or more years. Consult the SHPO for further information.
- d. Public Access - The public has the right to see the results of the investment of public funds. To ensure access, a nondiscrimination clause must be contained in the covenants or preservation agreement, and public access must be afforded a minimum of 12 days throughout the year. This is not necessary if the grant-funded project can be seen from a public right-of-way (e.g., a new roof) or is not generally accessible to the public (e.g., plumbing, insulation, electrical, etc.).
- e. Insurance - In some instances, the SHPO will require insurance to be carried by the owner to ensure that repairs will be made on the property in the event of fire, flood, or other adverse impact on the property.

If a **development project** is to be undertaken, the following are some of the requirements that must be addressed:

- A. **SECRETARY'S STANDARDS:** Plans for the project must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and have been reviewed and approved, or submitted with the application for review, by SHPO staff.
- B. **ARCHAEOLOGICAL INVESTIGATION:** If any ground disturbance will occur, a plan for an archaeological investigation must accompany the application. If the primary purpose of the project is for an archaeological investigation, consult the SHPO for further instructions.
- C. **ROUTINE MAINTENANCE:** Proposed grant projects that involve solely routine or cyclical minor maintenance, such as painting window sashes, branch clearance at a site, etc., are not eligible for grant assistance. These may be performed, however, as part of a larger preservation project.

If an **acquisition project** is undertaken, the following must be addressed:

- 1. A current appraisal must be prepared by independent, professional appraisers licensed in the State of Idaho.
- 2. The seller must be provided with a statement of just compensation and a written offer to purchase for this amount.

Grants to properties owned by active religious institutions must be implemented in a manner that will ensure that the grant has a secular and not a religious purpose. Grants will be awarded in a manner that avoids excessive entanglements between the affairs of the religious institution and that of the National Park Service and/or the State.

Part A: Project Description

Complete a Project Description in the following format for each individual activity.

Activity: _____

A. Project Coordinator. INCLUDE RÉSUMÉS:

Name:

Address:

Address:

Telephone and e-mail:

Résumés:

B. Goals and Objectives (or research design, if the project is a survey):

C. Final Products:

D. Meets Secretary of Interior's Standards for: _____

E. Timetable for Completion of Project and Submission of Reports. (Include a mid-project report of April 15 and a reporting date of September 10 if grant crosses fiscal years.):

F. Repository for Final Products:

G. State Priority: _____

City/County Official's signature
Typed name, title

Date

SAMPLE PROJECT DESCRIPTION - PART A

RECONNAISSANCE SURVEY OF DOWNTOWN PRIEST RIVER

- A. Project Coordinator: Marylyn Cork, 555 East 15th St., Priest River, ID 555-1212. Résumé enclosed. Marylyn will administer and coordinate activities. Bid documents for survey will require the principal investigator meet Professional Qualification Standards. RFP will be prepared and submitted for bid upon signed contract with the SHPO.
- B. Goals and Objectives: Two elements will be completed. The first goal is to conduct initial reconnaissance survey for architectural properties in downtown Priest River for a potential National Register district nomination. See research design enclosed. The actual survey will be performed by a contract historian or architectural historian.
- The second element will cover travel expenses associated with the CLG training session to be held in Moscow. One historic preservation commission member is planning to attend.
- C. Final Product: Approximately 50 reconnaissance-level site forms will be prepared with location mapped on U.S.G.S. topographic maps and the results reported in a final report. Approximately 10 acres will be surveyed.
- The final product for the training will be a report given to the historic preservation commission.
- D. This survey project meets the Secretary of the Interior's Standards for Identification, Evaluation and Historical Documentation and standards set forth in the "Idaho Historic Sites Inventory Manual" and "Idaho Historic Sites Inventory: Automated Database Manual of Instruction for Data Entry".
- E. Dec. 15 - Final approval of research design by SHPO
Jan. 15 - Request for bids from consultants
Feb. 15 - Award contract to consultant
Apr. 15 - Send mid-project report to SHPO including 10 sample site forms
Jul. 15 - Attend CLG training in Moscow
Jul. 15 - Final draft of survey to SHPO
Aug. 15 - Final survey to SHPO with billing and final report
- F. One copy of the final product will be sent to the SHPO. A copy will be housed at the Priest River Public Library and a site map will be given to the City Clerk.
- G. The state priority for survey of commercial districts will be met with this project. Special attention will be given to minority-owned businesses.

Grant Coordinator

Date

PART B: BUDGET

The project **Budget** will show all expenses of each project (whether federal or donated). Federal funds must be matched by non-federal sources. Non-federal match should equal or exceed 50% of the total project cost. The request for federal grant funds cannot exceed one-half of the cost of the project.

Matching funds may include donated value, services, or contributions as listed in these instructions or other matches with previous SHPO approval. The term "donated value" represents the fair market value of salaries, space, materials, equipment usage, etc., essential to the successful completion of the project and specifically identifiable to the grant program. Amounts charged to the project must be commensurate with the benefits derived by the project. Values of goods and services established in accordance with the above criteria are donated to the specific project. Such contributions can be used to help fulfill the applicant's matching requirements.

The **Budget** must contain the following information:

1. Personnel Costs: List name, title, number of hours to be devoted to the project, hourly wage and salary estimate. Submission of résumés of participants is recommended. Compensation for the participants' time will:
 - (a.) be reasonable for the services rendered;
 - (b.) follow an appointment made in accordance with State, local, or Indian tribal government laws and rules and which meet federal merit system or other requirements, where applicable; or
 - (c.) be determined and supported on payrolls documented and approved in accordance with generally accepted practices of the state government. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the state or local government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State or local government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.

2. **Consultant Services and Professional Fees:** List all fees for consultants or other professional services, if required for the project. A consultant is a professional without whose services the project participant is unable to complete the project. Consultants shall not receive more than \$69/hour or \$550 for a daily rate. Attachment C outlines procurement standards for solicitation of contracts and consultants. Generally a fixed-fee contract for a specific lump sum is used when acquiring services of a consultant with CLG funds.
3. **Supplies and Materials:** List in general terms, with estimated costs, the kinds of supplies and materials needed to complete the project (copying, photography supplies, mailing, maps, etc.).
4. **Travel and Subsistence:** List the estimated number of miles to be traveled and the estimated number and amount of meals and hotel accommodations. All travel costs associated with the grant will be reimbursed at the CONUS per diem travel rates. (See website at [Http://ain/mt/homepage/mtt/perdiem/perd01d.html](http://ain/mt/homepage/mtt/perdiem/perd01d.html) for the most up-to-date information.) Some local governments may exceed these rates, but reimbursement or match will be allowed at the lowest allowable rate.
 - (a.) Rates for Lodging and Meals are identified in Attachment E. Note: Reimbursement for meals and lodging while staying with relatives or friends will not be allowed unless they are in the business of providing such services.
 - (b.) Transportation costs should reflect the most economical and practical mode of travel, from the standpoint of time and expense, and shall be the most standard route of travel. Reimbursement for travel by common carrier shall be limited to the normally lowest cost passage, unless it is not available. Common carrier and rented vehicle costs will be reimbursed at actual costs (receipt required). Private vehicle costs are reimbursed at \$.345 cents per mile. In-state mileage between cities will be limited to the Idaho Dep of Transportation chart. Odometer readings are permissible when mileage computations cannot be made from such maps or charts. Charges for repairs, tires, gasoline, or other operating expenses related to travel in private vehicles will not be allowed.
 - (c.) Miscellaneous expenses associated with the traveler's official duties are reimbursable at the actual cost of such expenses. Contact the SHPO Grants Operations Analyst for further requirements. Receipts are required.
5. **Other Expenses:** List all other eligible expenses not covered above. **UNALLOWABLE** expenses are outlined in Chapter 1.

6. Identify non-federal match by donor, source, kind, and amount:
- (a.) Donor: List the agency or person donating the match (i.e., city, county, historical society, individual, etc.).
 - (b.) Source: Indicate the source of funds (i.e., operating funds, donations, foundation grants, etc.).
 - (c.) Kind: Indicate the type of match (i.e., cash, in-kind services or equipment, etc.).
 - (d.) Amount: Give the value of the match.

The matching share must contribute to achieving the scope of work and must be reasonable and necessary. The activity supplied by the match must be fully described in the proposal.

Part B: Budget

Complete a budget in the following format for each individual activity.

Activity: _____

	Federal \$	Match \$
Personnel:		
Name / # hours / \$ rate	_____	_____
Contract/Consultant	_____	_____
Travel:		
# miles @ \$.345:		
lodging:		
meals:		
Total	_____	_____
Supplies/materials:	_____	_____
Other expenses:	_____	_____
TOTAL	_____	_____

Identify non-federal match by:

- a. Donor
- b. Source
- c. Kind
- d. Amount

City/County Official's signature
Typed name, title

Date

SAMPLE BUDGET - PART B

DOWNTOWN SURVEY PRIEST RIVER, TRAINING ADMINISTRATION

	FEDERAL	MATCH
<i>SURVEY</i>		
Consultant-fixed fee contract	\$3,000.00	\$2,000.00
<i>TRAINING</i>		
Commission member 10 hrs. @ \$10/hr.	-0-	100.00
130 mls. @ \$.345/mile	43.50	-0-
Registration	40.00	-0-
Meals-dinner	16.50	-0-
<i>ADMINISTRATION</i>		
Commission member 50 hrs. @ \$10/hr.	-0-	500.00
5 members @ \$10/hr. @ 10 meetings	-0-	500.00
<i>TOTAL</i>	\$3,100.00	\$3,100.00

Non Federal Share:

Donor: HPC members and volunteers	City of Priest River	
Source: Labor	General Fund	
Kind: In-kind	Cash	
Amount: \$1,100	\$2,000	Total: \$3,100

Mayor, Priest River

Date

SAMPLE MID-PROJECT REPORT

Priest River Mid-Project Report

April 15, 2002

TO: Grants Operations Analyst

FROM: Marylyn Cork, Project Director

RE: Mid-Project Report

The survey project is proceeding a bit slower than anticipated. We had a problem trying to find a consultant to work on such a small project. We revised the proposal per our consultation with the SHPO and were finally able to find one consultant to bid on the project. The summary of our bid requests is enclosed.

Also enclosed are 10 sample site forms as scheduled. We are pleased with the consultant's work to date and look forward to your comments. No photos are enclosed because the film has not yet been developed. They will arrive under separate cover next week.

Fiscal Report

The HPC member that was going to attend the CLG training will be in Moscow for another reason anyway so we request a change in budget. Instead of spending \$61 in travel, we would like to purchase some preservation books for the Public Library. A list is enclosed. Otherwise, our spending is proceeding as anticipated. We should have no problem providing match as proposed.

Enc.

Chapter 5

THE MEMORANDUM OF AGREEMENT

The Memorandum of Agreement is the legally binding document that allows the CLG to be reimbursed by the SHPO for work outlined in the Application. The Memorandum of Agreement and related forms are generated by the SHPO upon receipt of an acceptable Application (both Project Description and Budget) and after its established deadline for receiving applications. A sample Memorandum of Agreement and related forms are found in Attachment D. The following documents are attachments to the Memorandum of Agreement and are considered a part of the Memorandum of Agreement:

1. Application (Project Description): See Chapter 4.
2. Application (Budget): See Chapter 4.
3. Assurances: A list of assurances that the CLG will follow federal, state, and local laws (Attachment D).

Included in the Memorandum of Agreement by reference are:

4. This Project Manual: describes generally, but not completely, what is allowed under Idaho's CLG program.
5. OMB Circulars A-87, A-102, A-110 and A-133: describes acceptable fiscal management standards and sets forth standards for determining the allowability of selected items of cost.
6. The Secretary of the Interior's Standards for Archaeology and Historic Preservation: Standards for products deemed acceptable to the SHPO. (Attachment A).
7. Other Idaho SHPO standards as appropriate.
8. Idaho Certified Local Government Program Manual: outlines the duties and responsibilities of a CLG involved in the federal-state-local partnership that has developed since the 1966 Act was passed. The 1980 Amendments gave local governments a specific formal role in the national historic preservation effort.

Chapter 6

REIMBURSEMENT PROCEDURES AND REQUIRED RECORDS

The required reimbursement procedures and format are found in this chapter. Requests for payment must be accompanied by complete documentation, including receipts for all expenses and all products identified in the approved Application. Non-federal or match share should be documented in the same method as federal expenditures. Acceptable documentation must show:

1. invoices in the name of the CLG;
2. invoice dates within the project/contract period;
3. purchase price compatible with the estimated budget costs;
4. purchase(s) relevant to the scope of the project/contract;
5. copies of properly endorsed canceled checks (**both front and back**);
6. evidence that invoices were properly approved for payment including evidence that discounts and other credits were deducted and evidence that merchandise/services were received;
7. copies of daily time records including supervisor's verification of time worked, and evidence of employees' rates of pay including justification for rates paid;
8. evidence that work was accomplished in accordance with the terms of the grant agreement and evidence that the method for selecting professional services was accomplished in accordance with federal procurement requirements.

Grant participants should maintain any other documentation that might be useful to an auditor in verifying the propriety of the procedures used and compliance with federal and state regulations.

CLGs must retain financial records, supporting documents, statistical records, and all other records pertinent to a grant for a period of three years or until an acceptable audit has been performed and resolved. The three-year retention period begins from the date of the submission of the final expenditure report. The grant participant will provide access to, and the right to examine, all records, books, papers, or documents related to the grant to

authorized representatives of the Idaho State Historic Preservation Office. Only items listed in the approved Budget and Application will be approved for payment.

Under the "Single Audit Act of 1984," a single, comprehensive, organization-wide audit of local governments receiving any federal funds will be conducted. Governments that receive \$100,000 or more in federal funds from all sources during their fiscal year will be required to have a single audit. Governments receiving between \$25,000 and \$100,000 in federal assistance have the option of having a single audit or complying with any applicable audit requirements of the individual grants they have received. Governments receiving less than \$25,000 are exempt from the act. The CLG is responsible for covering the cost of the audit.

1. Time Sheets

Each employee or volunteer engaged in activities to be claimed against the grant must submit a time sheet signed by the employee/volunteer and the supervisor. Such records must show the actual hours worked, date worked, and the specific duties performed. The records should also indicate the basis for determining the rate of the volunteer's contributions. Employees can claim their regular hourly wage. Time sheets must certify no other federal funds were used to pay salaries and that their salaries were not used as match for other federal grants.

Volunteers may claim a reasonable wage rate. Professionals may claim their standard professional wage if volunteering professional services. In any case, hourly wages may not exceed the maximum rate of \$69/hour. A sample volunteer time sheet is at the end of this chapter.

2. Travel

Attachment E includes a travel record. This identifies traveler, dates of travel, mileage, lodging, and costs of meals, and other miscellaneous travel expenses. Receipts for all expenses are required. See Attachment E for limits.

3. Miscellaneous Expenses

Proper documentation for miscellaneous expenses includes that information identified in the beginning of this chapter. Following this chapter are additional sample records for miscellaneous volunteer costs.

4. Subcontracts

All services and products must be procured according to federal procurement standards set forth in OMB Circulars A-87 and A-112. If the government is not

doing the actual work, it must execute a contract with the subgrantee - i.e., professional consultant, local historical society, individuals, etc.

All subcontracts must include the Assurances for Consultants and Subcontractors. A very simple letter of agreement to be used as a guide is found in Attachment C. Since each local government may have different requirements, the appropriate local official should review this letter.

A copy of the contract between the CLG and a subgrantee must be sent to the SHPO for audit purposes. The SHPO will assist with writing any part of the contract or proposal.

5. Payment Schedule

Reimbursement payments to the CLG will be made according to the schedule outlined in the contract:

(a.) after an acceptable billing and final product have been approved by the SHPO; and

(b.) when federal funds become available to the State.

6. If there is more than one activity identified under a grant, each expense must be attributed to a specific activity to evaluate actual costs versus proposed costs. For example, if a grant funded both National Register nominations and survey, the billing must show each expense allocated to either nominations or survey.

7. For your guidance, the following is the checklist used by the SHPO to evaluate a CLG's billing:

_____ (a.) Signed invoice from the local government to the SHPO with federal tax identification number.

_____ (b.) Copies of vendors' invoices showing evidence that:

- i. invoices are in the name of the CLG.
- ii. invoice dates are within the project period.
- iii. purchase price is compatible with the estimated budget cost.
- iv. purchases are relevant to the project's scope.

_____ (c.) Copies of receipts or properly endorsed canceled checks (**front and back**).

- _____ (d.) Evidence of approved extensions and amendments to subcontracts. CLG
- _____ (e.) Evidence that invoices were properly approved for payment including:
 - i. evidence that discounts and other credits were deducted.
 - ii. evidence that merchandise/services were received.
- _____ (f.) Copies of daily time records (including supervisor's verification).
- _____ (g.) Evidence of employees' rates of pay (including justification for rate paid), and verification no other federal funds are used for this purpose.
- _____ (h.) Evidence that work was accomplished in accordance with the terms of the grant Memorandum of Agreement (final project report or products) and records to document the process are submitted.
- _____ (i.) Evidence that the method for selecting professional services was in accordance with Federal procurement requirements.
- _____ (j.) Comparisons schedule showing proposed costs vs. actual costs.

BILLING STATEMENT FORMAT

Date

TO: Idaho State Historical Society
FROM: Certified Local Government
TAX IDENTIFICATION NUMBER:
RE: Billing

Enclosed is documentation to support a billing for \$ [Amount] to cover work done under the Memorandum of Agreement dated [initial date of contract] for [activity] as identified in the approved Application (Project Description and Budget) submitted as part of that contract. I certify no other federal funds were used for either the match or actual expenditures incurred during the execution of this project.

Please send the above amount to:

[Give name and address of government and/or department to receive funds.]

	Proposed		Actual	
	Federal	Match	Federal	Match
Activity 1				
Activity 2				

Sincerely,

(Original Signature)

Name

Title or Office

Encls.: copies of final products
time sheets
receipts
canceled checks

SAMPLE INVOICE

CITY OF PRIEST RIVER

August 1, 2002

TO: Idaho State Historical Society

FROM: City of Priest River

TAX IDENTIFICATION NUMBER: _____

RE: Invoice for FY 02 Survey Grant

Enclosed is documentation to support a billing for \$3,100 to cover work done under the Memorandum of Agreement dated October 1, 2002 for the survey of downtown Priest River and to purchase materials for the Public Library as identified in the Work Program. I certify no other federal funds were used for either the match or actual expenditures incurred during the execution of this project. Please send the above amount to:

Auditor's Office
City of Priest River
P.O. Box 1212
Priest River, ID 83856

FISCAL SUMMARY

	Proposed		Actual	
	Federal	Match	Federal	Match
Survey	\$3,000	\$2,000	\$3,000	\$2,000
Training	61	100	0	750
Administration	0	1,000	39	1,250
Library Materials	0	0	61	0
TOTAL	\$3,100	\$3,100	\$3,100	\$4,000

Sincerely,
Mayor of Priest River
enc: final product, time sheets, receipts, invoices

BIG BUILDINGS CONSULTING GROUP
P.O. BOX 222
MOSCOW, ID 83841

North Beach Book Shop

210 Main St.
Boise, ID 83702

March 30, 2002

July 31, 2002

I N V O I C E

City of Priest River
555 East 15th St.
Priest River, ID 83856

RE: Priest River Reconnaissance Survey

Dear Mayor:

Enclosed please find the final site forms, labeled photographs, maps and survey report per our fixed-fee contract dated April 1, 2002. It was a pleasure working with the City and the Historic Preservation Commission to complete this project. We hope you will find our services of value for future projects.

Please send payment of \$5,000 per our contract to the address above.

Sincerely,

Invoice

Payment Due 30 days after receipt:

Field Guide to American Houses
Old House Dictionary
Idaho Place Names
Shipping and Handling
Tax

Amount Due

\$61.00

Attachment A

SECRETARY OF THE INTERIOR'S STANDARDS

All projects funded under the Certified Local Government program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site: www.cr.nps.gov/local-law/arch_stnds_0.htm For a hard copy of the Standards, contact the Grants Operations Analyst at 210 Main St., Boise, ID 83702 or call at (208) 334-3861.

Attachment B

PUBLICATION REQUIREMENTS

Publications, audiovisual and workshop materials are allowable projects under the CLG program. When producing a publication, a final, typed draft, double-spaced, must be submitted to the SHPO at least 30 days before the project completion date for comment. The document will be reviewed and returned to the CLG. Costs relating to fundraising appeals are not allowable.

An acknowledgment of National Park Service support must be made in connection with the publication of any material based on, or developed under, any activity support by federal grant funds. This acknowledgment shall be in either form:

"The activity that is the subject of this publication has been funded (in part/entirely) with Federal funds from the National Park Service, Department of the Interior and administered by the Idaho State Historical Society. However, the contents and opinions do not necessarily reflect the views or policy of the Department of the Interior or the Society."

OR

"The activity that is the subject of this publication has been funded (in part/entirely) with Federal funds from the National Park Service, Department of the Interior administered by the Idaho State Historical Society. However, the contents and opinions do not necessarily reflect the views or policy of the Department of the Interior or Society nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Society."

Also, the following sentence must be included in all publications:

"This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, religion or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director; Office of Equal Opportunity; National Park Service; 1849 C Street NW; Washington, D.C. 20240."

If a publication is produced, a minimum of five copies must be submitted to the State Historic Preservation Office. If the CLG can send 30 additional copies, they will be sent to other CLGs throughout the state. Selling publications produced with federal funds is allowable, but timing must be coordinated with the SHPO and identified in the Work Program. **Report how many copies were printed in the final billing.** Publications must deal with National Register-listed properties. Contact the SHPO Grants Operations Analyst for further details.

Attachment C

PROCUREMENT STANDARDS

Although all federal, state, and local regulations apply to acquisition of goods and services under the CLG grants, generally procedures are simple for Idaho's small grants. Check with the city or county clerk for local acquisition procedures. These should meet the requirements below. The SHPO adds only this requirement: for projects under \$10,000 all services and goods be acquired after a minimum of three bids are solicited. If a relationship already exists between a community and a consultant on a particular project, it is not necessary to rebid. For example: Bids were issued to hire a consultant to conduct a survey in a residential area the first year. The second year, the same consultant can be hired without going to bid to complete the National Register nomination as a result of the survey.

A. APPLICABILITY.

This Attachment provides standards and guidelines applicable to CLG procurement of supplies, equipment, construction, and other services under projects supported by HPF grant funds. These standards are designed to ensure that such materials and services are obtained efficiently and economically and in compliance with the provisions of applicable federal laws, and of OMB Circular A-102, Attachment O (as amended August 1, 1979).

B. SHPO/CLG RESPONSIBILITY.

1. These standards do not relieve the CLG of any contractual responsibilities under its contracts. The CLG is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into in support of a grant. These include, but are not limited to: source evaluation, protests, disputes, and claims. Executive agencies shall not substitute their judgment for that of the CLG unless the matter is primarily a federal concern. Violations of law are to be referred to the local, State, or federal authority having proper jurisdiction.
2. CLG shall use their own procurement procedures that reflect applicable State and local laws and regulations, provided that procurements for federal Assistance Programs conform to the standards set forth in this Attachment and applicable federal law.

C. CODE OF CONDUCT.

CLGs will maintain a written code or standard of conduct that shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by HPF funds. No employee, officer, or agent of the CLG shall participate in the selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

1. The employee, officer, or agent;
2. Any member of his or her immediate family;
3. His or her partner; or
4. An organization that employs, or is about to employ, any of the above.

The CLG officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

CLGs may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the CLG officers, employees, or agents, or by contractors or their agents.

D. **PROCUREMENT PROCEDURES.**

The CLG shall establish procurement procedures which provide that proposed procurement actions shall be reviewed by CLG officials to avoid the purchase of unnecessary or duplicative items. Consideration should be given to consolidation or breaking out to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine which approach would be the most economical. To foster greater economy and efficiency, CLGs (and subgrantees, to the extent feasible) are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

E. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - a. Including qualified small and minority businesses on solicitation lists;
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation;
 - d. Where the requirement permits, establishing delivery schedules that will encourage participation by small and minority business;
 - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration as required;
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
2. CLGs shall take similar appropriate affirmative action in support of women's business enterprises.
3. CLGs are encouraged to procure goods and services from labor surplus areas.

4. National Park Service (NPS) may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or Presidential direction.

F. **SELECTION PROCEDURES.**

1. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with this document. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: 1) placing unreasonable requirements on firms in order for them to qualify to do business, 2) noncompetitive practices between firms, 3) organizational conflicts of interest, and 4) unnecessary experience and bonding requirements.
2. The CLGs shall have written selection procedures that shall provide, as a minimum, the following procedural requirements:
 - a. Solicitations of offers, whether by competitive sealed bids or competitive negotiation, shall:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, products, or service to be procured. Such description shall not, in competitive procurement, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the name brand that must be met by offerors shall be clearly stated.
 - (2) Clearly set forth all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work.
 - b. Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

G. **METHOD OF PROCUREMENT.**

Procurement under grants shall be made by one of the following methods: 1) small purchase procedures; 2) competitive sealed bids (formal advertising); 3) competitive negotiation; 4) noncompetitive negotiation.

1. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$25,000. CLGs shall comply with State or local

small purchase dollar limits under \$25,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.

2. In competitive sealed bids (formal advertising), sealed bids are publicly solicited, and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.
 - a. In order for formal advertising to be feasible, appropriate conditions must be present, including, as a minimum, the following:
 - (1) A complete, adequate, and realistic specification or purchase description is available.
 - (2) Two or more responsible suppliers are willing and able to compete effectively for the grantee's business.
 - (3) The procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.
 - b. If formal advertising is used for procurement under a grant, the following requirements shall apply:
 - (1) A sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of known suppliers. In addition, the invitation shall be publicly advertised.
 - (2) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.
 - (3) All bids shall be opened publicly at the time and place stated in the invitation for bids.
 - (4) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life-cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the grantee indicates that such discounts are generally taken.
 - (5) Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.
3. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is publicized, negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for a procurement under a grant, the following requirements shall apply:

- a. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.
 - b. The Request for Proposal shall identify all significant evaluation factors, including price or cost where required, and their relative importance.
 - c. The CLG shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offerors for the written or oral discussions, and selection for contract award.
 - d. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly.
 - e. CLGs must utilize competitive negotiation procedures for procurement of architectural/engineering professional services, whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.
4. Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or if after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising), or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:
- a. The item is available only from a single source;
 - b. Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation;
 - c. NPS authorizes noncompetitive negotiation (which will, in the absence of compelling special circumstances, be limited to those circumstances listed in the federal Procurement Regulations, 41 CFR, Part 1.3); or
 - d. After solicitation of a number of sources, competition is determined inadequate.

Additional innovative procurement methods may be used by CLGs with written approval of the NPS. A copy of the approval shall be sent by NPS to the Office of Federal Procurement Policy.

H. **CONTRACT PRICING.**

The cost-plus-a-percentage-of-cost and percentage-of-construction-cost method of contracting shall not be used. CLGs shall perform some form of cost or price analysis in connection with every procurement action, including contract modifications. Costs or prices based on estimated costs for contracts under grants shall be allowed only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles.

I. **CLG PROCUREMENT RECORDS.**

CLGs shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, contract type, contractor selection or rejection, and the basis for the cost or price.

J. **CONTRACT PROVISIONS.**

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts as required by these provisions, federal law or NPS:

1. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
2. All contracts in excess of \$100,000 shall contain suitable provisions for determination by the CLG, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
3. All contracts awarded in excess of \$100,000 by CLGs and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (412 CFR Part 60.)
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the NPS.
5. The National Historic Preservation Act does not require compliance with the Davis- Bacon Act (40 USC 276a to a-7). Therefore State law and administrative procedures govern whether all construction contracts in excess of \$2,000 awarded by CLGs and subgrantees shall include a provision for compliance with the Davis-Bacon Act.
6. The National Historic Preservation Act does not require compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330). Therefore, State law and administrative procedures govern whether all contracts awarded by CLGs and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Act.
7. The contract shall include notice of NPS requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental, or demonstration work with respect to any discovery or invention that arises or is developed in the course of or under such contract, and of NPS requirements and

regulations pertaining to copyrights and rights in date. Contact the SHPO Grants Operations Analyst for more information.

8. All negotiated contracts (except those awarded by small purchases procedures) awarded by CLGs shall include a provision to the effect that the grantee, the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. CLGs shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
9. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement.
10. Contracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165). The Department of the Interior may require changes, remedies, changed locations, access and record retention, and suspension of work clauses approved by the Office of federal Procurement Policy. (Currently not in effect.)

K. **CONTRACT ADMINISTRATION.**

CLGs shall maintain a contract administration system ensuring that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

CERTIFIED LOCAL GOVERNMENT
LETTER OF AGREEMENT
(If less than \$25,000)

THIS AGREEMENT, made and entered into this ____ day of _____, 200____,

between _____, and _____, is for the
(City/County) (Supplier)

purpose of accomplishing _____ for the
(Name of Project)

_____, (copy attached). It is hereby agreed that
(City/County)

_____ shall perform the necessary work in a professional
(Supplier)

manner and in accordance with the specifications attached hereto. It is hereby understood that the total amount to be paid to supplier for said work, material and/or

service shall be a fixed-fee of _____ dollars (\$_____). Any

subcontract must contain all provisions of the contract between _____
(City/County)

and the Idaho State Historical Society, (copy attached). I, _____,
(City/County Representative)

and _____, have read the attached copy of the
(Supplier's Representative)

contract between the Idaho State Historical Society, State Historic Preservation Office,
and the City/County of _____, and will comply with all the
terms and conditions therein of said contract.

APPROVED

APPROVED

Mayor/Commission Chair or
Representative

Signature & Title of Supplier or Authorized
Authorized Representative

Date

Date

Attachment: Assurances for Consultant or Subcontractor
Project Description

ASSURANCES FOR CONSULTANTS OR SUBCONTRACTORS

The consultant or subcontractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant or subcontractor receives financial assistance from Department of the Interior, National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

This Assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts, or other federal financial assistance extended after the date hereof to the consultant or subcontractor, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The consultant or subcontractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the consultant or subcontractor, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the consultant or subcontractor.

DI 1350 Addendum. Also agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant or subcontractor receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, ch. 645, 62 Stat. 792.)

DI 1954. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C streets, N.W., Washington, D.C. 20240.

(1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant/Subcontractor

Date

BIDDING RECORD

1. **Description of services outlining key elements and final product to be presented to each contractor** or attach copy of Request For Proposals:

- a. _____
- b. _____
- c. _____
- d. Date due: _____

2. **Date and addresses of firms/consultants contacted:**

Name of 1st person/firm: _____

Street: _____

City/State/Zip: _____

Phone: _____ E-Mail: _____ Date: _____

Name of 2nd person/firm: _____

Street: _____

City/State/Zip: _____

Phone: _____ E-Mail: _____ Date: _____

Name of 3rd person/firm: _____

Street: _____

City/State/Zip: _____

Phone: _____ E-Mail: _____ Date: _____

3. **Selection Criteria:**

Point Factor:

- _____ a. Reasonable price
- _____ b. Previous experience
- _____ c. Good references
- _____ d. Ability to deliver product according to schedule
- _____ e. Principal investigator meets NPS definition of preservation professional per 36 CRF 61, Appendix A.
- _____ f. Other

4. **Summary of responses and point factor:**

Company/Firm Name	Point Factor Tabulation	Price

5. **Basis for Selection:**

Lowest price _____ Other _____

If the basis for selection was NOT the lowest price, explain the basis used:

Signature

Date

Enc: Contract or Letter of Agreement, Résumé, Assurances for Consultants or Subcontractors

Attachment D

MEMORANDUM OF AGREEMENT

THIS AGREEMENT between the Idaho State Historic Preservation Office, Idaho State Historical Society, by and through the State Historic Preservation Officer, and _____ hereinafter called the grantee, relates to a survey and planning project to be undertaken by the grantee, assisted with a matching grant-in-aid to support the National Register of Historic Places program in Idaho. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior.

The State Historical Society and the grantee agree as follows:

1. Application (Project Description and Budget)

The grantee shall carry out project work as specified in the Application and other attachments, which are hereby incorporated into and made part of this Memorandum of Agreement as Attachment A. The grantee shall carry out project work in accordance with the project "Budget," which is attached and hereby incorporated into and made part of this Memorandum of Agreement as Attachment B. Both parties agree that all funds used by the Idaho State Historical Society for this project shall be federal funds from the Historic Preservation Fund. No state funds are available to satisfy the terms of this agreement.

Any major alteration, increases, or decreases in the Project Description or any changes in the Budget must be submitted in writing for review and approval to the State Historic Preservation Office at least thirty (30) days in advance of the proposed effective date and in accordance with the requirements detailed in the project manual which is attached and hereby incorporated into and made part of this Memorandum of Agreement. The State Historic Preservation Office will respond in writing within fifteen (15) days.

Final products will be reviewed and evaluated in accordance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and the approved "Application." Products that do not meet these standards will be rejected and obligation for products established in the "Project Description" will be considered unfulfilled.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between _____ and the project completion date of _____ but not until the grantee has received a signed Memorandum of Agreement. Any changes in the period of performance for this

project must be approved in writing by the State Historic Preservation Office at least thirty (30) days prior to the project completion date.

A draft of any publication prepared as part of this project shall be submitted at least thirty (30) days before the project completion date for review and approval by the State Historic Preservation Office. All publications and public information materials including audio visual and workshop materials, when applicable, must contain acknowledgment of National Park Service support and the nondiscrimination statement as identified in Historic Preservation Fund Grants Manual and the "CLG Grants Handbook."

3. Reimbursement

Reimbursement to the grantee shall be on a matching basis as outlined in the "Budget," subject to receipt of funds from the National Park Service and to successful completion of all project work activities. The State Historic Preservation Office agrees to pay the grantee up to \$_____ in federal funds when received by the Society according to the Certified Local Government allocation system as outlined in the Certified Local Government Program. The grantee agrees to contribute donated services for a minimum total of \$_____ or 50% of eligible costs, whichever is less.

Payment will be made on the following schedule: The grantee may bill the State Historic Preservation Office after the completion and acceptance by the Society of each completed activity and federal and non-federal share supporting fiscal documentation. The Idaho State Historical Society will reimburse the federal share to the grantee upon the receipt of the reimbursement request if all completion materials and auditable records are approved. All reimbursements will be made for cash expenditures only. Reimbursement will be made when Historic Preservation Funds become available to the Idaho State Historical Society.

Final billing must also include a comparison of completed activities and budget expenditures to those items in the approved application.

The grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant for a period of not less than three years after completion of the project.

4. Allowable Costs

Allowable costs are those costs that are documented to the satisfaction of the State Historic Preservation Office, that conform to the approved budget, and that are determined by the State Historic Preservation Office to:

- a. meet federal requirements for the program;
- b. be necessary and reasonable for the completion of project work;

- c. have been incurred for project work during the period of the grant; and
- d. meet the obligations outlined in the "Application."

If the application is for acquisition or development of a National Register-listed property:

- a. a Preservation Agreement or Covenant will be executed prior to reimbursement or concurrent with disbursement of grant funds. The active period for the agreement is based on the amount of federal funds involved and is defined in Chapter 6, of National Park Service Grants Manual.
- b. a project sign acknowledging National Park Service assistance will be erected at the project site during the project's term or a copy of a written National Park Service waiver of this requirement.
- c. for a development project, the architectural plans and specifications must be approved by the Society as being in conformance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties."
- d. a current appraisal by an appraiser meeting the professional qualifications in Chapter 6 of NPS-49 will be obtained prior to the acquisition of real property.
- e. a statement of Just Compensation will be obtained from the seller of the property prior to the acquisition of real property with National Park Service grant assistance or matching share.

5. Procurement of Personnel and Services

The grantee agrees to comply with Office of Management and Budget Circular A-102 when soliciting supplies, equipment and other services. At a minimum, all procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be consistent with OMB Circular A-102. Procurement procedures shall not restrict or eliminate competition. Written selection procedures shall provide, at a minimum, the following procedural requirements:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as

a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

- b. Clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals, such as a deadline for completion of project work.
- c. Contract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- d. Contract awards shall not normally be made to a contractor or professional who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular procurement. Only after formal advertising has not resulted in any acceptable bids may the grantee or subgrantee negotiate with any available contractor, including the contractor who produced the bid requirements.

Procurement shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids (formal advertising); (3) competitive negotiation; (4) noncompetitive negotiation.

Evidence of competitive negotiation for professional services and/or formal advertising must be forwarded to the State Historic Preservation Office to evidence compliance with federal procurement requirements prior to disbursement of funds.

6. Project Supervision

The grantee agrees to ensure that work performed by any project participant conforms to the Application and project schedule and is executed to the professional and scholarly standards required by the State Historic Preservation Office.

7. Interim Reports and Requests for Reimbursement

The grantee will be required to submit interim fiscal and programmatic reports in compliance with those dates set forth in the Application. Fiscal and programmatic reports are also required on September 10, if the grant crosses the federal fiscal year. Reimbursement requests can be made for federal funds at the completion of the project. Fifteen (15) days after the completion of the project, 100% of the federal grant award must be requested. The grantee shall contact the State Historic Preservation Office immediately in writing if any situation should arise that will affect the timely or successful completion of this project.

The grantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this contract.

THIS AGREEMENT may be terminated short of conclusion upon fifteen (15) days written notice from either the State Historic Preservation Office or the grantee. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the grantee, the State Historic Preservation Office will reimburse the grantee for up to 100% of the eligible costs incurred up to the termination date. Should this agreement be terminated by the grantee, the State Historic Preservation Office, at the discretion of the State Historic Preservation Officer, may reimburse the grantee for up to 100% of the eligible costs incurred to the termination date or may require the grantee to return any or all federal funds transferred to the grantee by the terminating date, depending upon the circumstances of the termination.

THE PARTIES hereto mutually agree to perform this agreement in accordance with this agreement and its attachments. This agreement becomes effective upon signature by the parties below.

Ken Reid, Ph.D.
Deputy State Historic Preservation Officer

Date

Authorized Signature
Certified Local Government

Date

ASSURANCES

The Participant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars (A-21, A-87, A-102, A-110, A-122, A-128, A-133) and the National Register Programs Guidelines (49) as they relate to the application, acceptance and use of federal funds for this federally assisted project. Also, the Participant assures and certifies to the grantor that:

1. It possesses legal authority to apply for the grant (and, as applicable, to finance and construct the proposed facilities); that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Participant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Participant to act in connection with the application and to provide such additional information as may be required. It has the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, personal or organizational conflict of interest, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, or notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
4. It will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
5. It will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and

1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

DI 1350 The Participant/Applicant certifies that, as a condition to receiving any federal financial assistance from the Department of the Interior, it will comply with all federal laws relating to nondiscrimination. These laws include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operation including those parts that have not received or benefitted from federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

6. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
7. 18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, ch. 645, 62 Stat. 792.)

8. It will ensure all activities will comply with the Department of the Interior's Standards for Preservation Planning, Identification, Evaluation, Registration, Historical Documentation, Architectural and Engineering, Archaeological Documentation, Treatment for Historic Preservation Projects, and Professional Qualifications.
9. DI 1953. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C streets, N.W., Washington, D.C. 20240.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
10. It will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.
 11. It will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
 12. It will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
 13. It will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 14. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 15. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable federal, State, or local agencies for the maintenance and operation of such facilities.

16. It will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. It will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
17. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101.17.703). The Participant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
18. It will obtain approval by the appropriate federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
19. It will provide and maintain competent and adequate engineering supervision and inspection at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
20. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. It will comply with the minimum wage and maximum hours provisions of the federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
22. In accordance with E.O. 11755, it will ensure no person undergoing a sentence of imprisonment at hard labor shall be employed on a Historic Preservation Fund-assisted grant work. Labor performed by state prisoners who are on work release, parole, or probation does not fall under this prohibition.
23. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OMB's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

24. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
25. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
26. Environmental Certification: Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed HPF project described in this notification meets the criteria for categorical exclusion listed in the Historic Preservation Fund Grants Manual, Chapter 11.
27. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
28. It will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
29. It will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded-animals held for research, teaching, or other activities supported by this award of assistance.
30. It will indemnify, defend and save harmless the State of Idaho, and the Idaho State Historical Society, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the contractor or subcontractor caused by or arising out of performance, act or omission of any term of this contract.

31. In accordance with National Park Service requirements, it agrees that repayment will be made if terms and conditions of this agreement are not followed or if costs claimed are disallowed following audit.
32. It agrees that this project will comply with all of the above assurances that the Idaho State Historic Preservation Office must provide to the Department of the Interior. The Participant acknowledges and agrees to perform under this agreement as an independent contractor and not as an employee of the State of Idaho, and as such is solely responsible for his or her acts or that of his or her employees, servants, agents, or assigns in carrying out the obligations hereof. The Participant further agrees that he or she is solely responsible for all taxes (federal, state, or local) including unemployment, social security, or payroll taxes to which activities under this agreement may be subject.

Participant

Date

Attachment E

ALLOWABLE TRAVEL RATES

The Historic Preservation Program will reimburse a participant traveling for purposes of the program when identified in the Application. Since travel allowances may vary among federal, state or local organizations, a traveler will be reimbursed **the lowest allowed amount**. Check with a representative of your local government to verify local rates. Receipts for all expenses must accompany request for reimbursement.

Lodging: \$55 / night unless more in CONUS* rates and local travel policies

Mileage: \$.345 / mile

Meals:	
Full Day	\$30.00
Breakfast	7.50
Lunch	10.50
Dinner	16.50

* The federal CONUS allowances acknowledge higher expenses in some major cities or during peak vacation times. The most current CONUS allowances are available at the website <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd02d.html>

Attachment F

MISCELLANEOUS FORMS

The following are versions of time sheets, travel records, and donated materials forms. Although it is not necessary to use these specific forms, it is necessary to record the name of the laborer, name of supervisor, date of donation to ensure it falls within the grant period, and value of donation on any form used. If desired, SHPO staff will review any proposed format to ensure compliance with these requirements.

Historic Preservation Commission

VOLUNTEER'S NAME _____

TIME SHEET

Date	Project ____	Project ____	Project ____	Hours x Rate = Total
Totals				

PROJECT OR ACTIVITY EXPENSES

Date	Project number	Item (attach receipt)	Amount

MILEAGE RECORD

Date	Project number	Odometer Start	Odometer Finish	Total mls x \$.345

Project 1: Administration

Project 2: _____

Project 3: _____

Project 4: _____

I certify that the work donated towards the completion of this project was not used as match for any other project and that it was completed during the grant period.

Volunteer _____ Date _____

Supervisor _____ Date _____

TRAVEL RECORD

Name: _____

Purpose: _____

DATE AND TIME OF DEPARTURE	ORIGIN/ DESTINATION	MEALS	LODGING	OTHER (IDENTIFY)	TRANS- PORTATION
Totals:					

Auto miles: _____ mls. X \$.345/ml. = _____

Total Amount for Travel: _____

Traveler

Date

Supervisor
Enc.: Receipts

Date

DONATED LABOR TIME SHEET

Project Name

Name of Volunteer

Type of Work Performed

Hourly rate based on _

A person donating time to a project will be paid at minimum wage unless professionally skilled in the work being performed on the project (photographer taking pictures or data entry done by skilled person). When this is the case, the wage rate the individual is normally paid for performing the service may be charged to the project.

DATE	DESCRIPTION OF WORK	NUMBER OF HOURS X RATE =

Value of Donation:

I certify that the work donated towards the completion of this project was not used as match for any other project and was completed during the grant period.

Signature of Volunteer

Date _____

Signature of Supervisor

Date _____

VALUE OF DONATED MATERIAL AND EQUIPMENT

Project Name

Donor

Description of Material Donated	Date of Donation	Fair Value	Basis of Value
Total Value of Donation:			

Signature of Donor

Date

Project Supervisor

Date

Attachment G

GLOSSARY

CERTIFIED LOCAL GOVERNMENT (CLG) - a local government whose local historic preservation ordinance has been certified by SHPO and NPS pursuant to Section 101(c) of the Historic Preservation Act.

HISTORIC PRESERVATION FUND - the source from which monies are appropriated to fund the program of matching grants-in-aid to the States for carrying out the purposes of the Act, as authorized by Section 108 of the National Historic Preservation Act.

IN-KIND CONTRIBUTIONS - the value of non-cash contributions provided by the CLG. In-kind contributions may consist of charges for non-expendable personal property, and the value of goods and services directly benefitting and specifically identifiable to the grant program.

MATCHING SHARE - Matching share represents that portion of total project or program costs not borne by the Federal Government or State of Idaho and that is supplied by the CLG in cash, in-kind, or services contributed.

NATIONAL PARK SERVICE (NPS) - The bureau of the Department of the Interior through which the Secretary of the Interior administers the National Historic Preservation programs.

OMB CIRCULAR A-87 - This Circular established principles and standards for determining costs applicable to Federal grants and contracts with state and local governments.

PROJECT (OR GRANT) PERIOD - The total time for which a project has been approved by the grant award agreement and subsequent amendments for support with federal funds and during which all work is to be accomplished. Generally, the dates are October 1 to August 31.